

DOCKET NO.10281/10

#5  
LDS  
1-23-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Curtis Clark

Appln. Serial No. : 09/217,682

Examiner: Not Yet Known

Filed : July 19, 1999

Group Art Unit:

Title : A MOBILE TELECOMPUTER NETWORK

Assistant Commissioner for Patents  
Washington, D.C. 20231

RECEIVED  
JAN 10 2001  
756  
Technology Center 2100

**REVOCATION OF POWER OF ATTORNEY AND  
APPOINTMENT OF NEW ATTORNEYS**

Sir:

I hereby revoke all previous powers of attorney given in the above-identified application and patent.

I hereby appoint the following attorneys of the firm Brown Raysman Millstein Felder & Steiner, LLP, 1880 Century Park East, Suite 711, Los Angeles, California 90067, with full power of substitution and revocation to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

**Pamela G. Maher, Reg. No. 40,712**

**Brooke W. Quist, Reg. No. 45,030**

**Seth H. Ostrow, Reg. No. 37,410**

**Matthew J. Marquardt, Reg. No. 40,997**

**Frank J. DeRosa, Reg. No. 26,543**

**Louis J. Greco, Reg. No. 41,799**

**Jonathan T. Kaplan, Reg. No. 38,935**

**Katrine A. Levin, Reg. No. 41,941**

**Frederick Yu, Reg. No. 45,251**

**Michael Malish, Reg. No. 41,968**

**Michael K. Kinney, Reg. No. 42,740**

Serial No: 09/217,682

10281/10

Please change the correspondence address for the above-identified application to:

Brown Raysman Millstein Felder & Steiner LLP  
1880 Century Park East, Suite 711  
Los Angeles, California 90067  
USA  
Phone: (310) 712-8300  
Fax: (310) 712-8383

A copy of the Assignment, which was submitted to the United States Patent and Trademark Office on March 22, 2000, for the above-identified patent application is attached hereto.

NETUNE COMMUNICATIONS, INC.

By: Lucius P. Murphy  
Name:  
Title: Executive Vice President

12-27-00  
Date



**BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP**  
120 West Forty Fifth Street  
New York, New York 10036  
Telephone: (212) 944-1515  
Facsimile: (212) 840-2429

**RECEIVED**  
JAN 10 2001  
Technology Center 2100

FACSIMILE COVER SHEET

NO. OF PAGES INCLUDING THIS COVER SHEET: 6

FROM:

Seth H. Ostrow, Esq.

DATE: August 11, 2000

TO:

Robert L. Kovelman  
Brown Raysman Millstein Felder & Steiner LLP

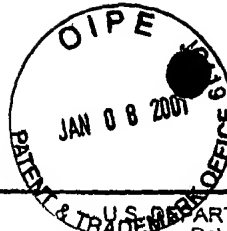
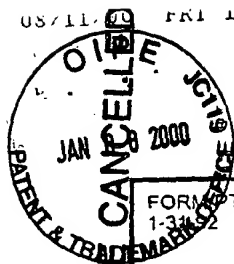
FACSIMILE NO.

(310) 712-8383

CLIENT:

10281/3

**PLEASE NOTE:** THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL, AND IS INTENDED ONLY FOR USE OF THE INDIVIDUAL NAMED ABOVE AND OTHERS WHO HAVE BEEN SPECIFICALLY AUTHORIZED TO RECEIVE IT. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, OR IF ANY PROBLEMS OCCUR WITH TRANSMISSION, PLEASE NOTIFY SENDER. THANK YOU.

FORM PTO-1595  
1-31-00U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office**RECORDATION FORM COVER  
PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

Curtis Clark

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 2/16/2000**2. Name and address of receiving party(ies):**Name: NeTune Communications, Inc.

Internal Address: \_\_\_\_\_

Street Address: 10492 Santa Monica Blvd.City: Los Angeles State: CA ZIP: 90025Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application number(s) or patent number(s)**

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

**A. Patent Application No.(s)**09/217,682  
09/356,542**B. Patent No.(s)**5,960,074Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:****BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP**120 West 45th Street  
New York, New York 10036  
(212) 944-1515**6. Total number of applications and patents involved: 3****7. Total fee (37 CFR 3.41):..... \$ 120**

- ☒ Check enclosed  
☐ Authorized to be charged to deposit account

**8. Deposit account number: 02-4270**(Attach duplicate copy of this page by deposit account)  
Please charge any additional fees required, or credit any overpayment, to the above deposit account**DO NOT USE THIS SPACE****9. Statement and signature.***To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Seth H. Ostrow - Reg. No. 37,410

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 5Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**RECEIVED**  
JAN 10 2001  
Technology Center 2100

### ASSIGNMENT

WHEREAS, Curtis Clark, an individual residing at 9636 Heather Road, Beverly Hills, California 90210 ("Assignor") entered into a License Agreement dated July 22, 1999 ("License Agreement") with NeTune Communications, Inc., a Delaware corporation ("Assignee");

WHEREAS, pursuant to the License Agreement, Assignor licensed to Assignee certain Licensed Products and Services (as defined in Section 1.2 of the License Agreement), Technical Information (as defined in Section 1.3 of the License Agreement) and the Patent Application No. 08/718,748 entitled "Mobile Tele-Computer Network for Motion Picture, Television and TV Advertising Production" and dated September 23, 1996 now issued as U.S. Patent Number 5,960,074 on September 28, 1999 ("Patent");

WHEREAS, Assignor is now President and Chief Executive Officer of Assignee and is deriving financial benefit from various transactions involving Assignee, and Assignee is desirous of obtaining all of Assignor's right, title and interest in and to the Licensed Products and Services, Technical Information, Patent and any applications for patent, letters patent, reissues, reexaminations, divisions, parents, continuations, continuations-in-part, or extension thereof which may have been or shall be granted thereon in the United States, and any foreign country throughout the world, as well as title and any existing rights to all trade secrets, copyrights, license agreements and other intellectual property rights owned by Assignor and related to the business of Assignee ("Related Intellectual Property Rights");

1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, all of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights, for Assignee's own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, including:

a. the entire right, title, and interest in and to the Patent, including all divisionals, continuations and continuations-in-part thereof, including Serial No. 09/217,682 filed December 21, 1998 and Serial No. 09/356,542 filed July 19, 1999, all patent applications claiming priority therefrom, and all patents which may be granted thereon, all rights of priority therein, all reissues and reexaminations and extensions thereof, and in and to the inventions disclosed therein;

b. the entire right, title, and interest in and to all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for industrial property protection, which may hereafter be filed that correspond to the existing Patent and Related Intellectual Property Rights, including without limitation, all applications for patents, utility models, and designs; together with the right to file such applications and the right to claim priority

from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof; and

c. the entire right, title and interest in all claims for damages and all remedies arising out of any violation or infringement of any issued patent granted in connection with the Patent, that may have occurred before the date hereof, together with all present or future claims for profits, royalties, fees and/or damages by reason of past infringement or use of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights by any party or parties, with the right to sue for and collect the same as Assignee sees fit;

AND ASSIGNOR, FOR ITSELF AND ITS ASSIGNS, SUCCESSORS IN INTEREST AND LEGAL REPRESENTATIVES, DOES HEREBY: authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument; covenant that no assignment, sale, agreement, transfer or encumbrance will be made or entered into which would conflict with this Assignment; agree to communicate to Assignee, its successors, assigns or other legal representatives, upon request, any facts known to Assignor respecting the Licensed Products and Services, Technical Information, Patent and Related Intellectual Property Rights; appoint Assignee its attorney in fact with respect to all matters, including claims and proceedings, relating to the Licensed Products and Services, Technical Information, Patent and Related Intellectual Property Rights; agree to do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that are deemed necessary or desirable by Assignee, its successors, assigns or representatives for protecting, obtaining, maintaining and enforcing any and all of said Licensed Products and Services, Technical Information, Patent and the Related Intellectual Property Rights in the United States and throughout the world and for perfecting, affirming, recording and maintaining the title in Assignee, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to the Licensed Products and Services, Technical Information, Patent and the Related Intellectual Property Rights;

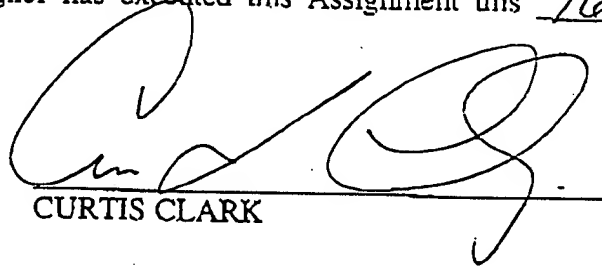
AND ASSIGNOR HEREBY further covenants and agrees that Assignor will do everything reasonably possible to aid Assignee, its successors, legal representatives; and assigns to obtain patents and other industrial property protection for said inventions in all countries at Assignee's sole expense;

AND ASSIGNOR FURTHER WARRANTS THAT: Assignor is the true and lawful owner of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights and that, upon request by Assignee, Assignor will execute further

assignments for recordation of the conveyances recited herein as appropriate under the laws of the applicable country.

2. Effective as of the date hereof, the License Agreement is hereby terminated and superseded in its entirety, including without limitation, any clauses that by their terms govern and/or survive termination of the License Agreement and/or provide for retention of rights by or reversion of rights to the licensor thereunder and the Assignor hereunder.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 16 day of February, 2000.



CURTIS CLARK

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

On FEBRUARY 17, 2002, before me, CHERYL A. SPARLING, personally appeared CURTIS CLARK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Cheryl A. Sparling  
Signature

October 31, 2002  
Expiration Date